

Pea Ridge National Military Park

National Park Service
U.S. Department of Interior



Special Use Permit

General Information - The Special Use Permit (SUP) program authorizes activities that provide benefit to an individual, group or organization, rather than the public at large; and that require written authorization and some degree of management control in order to protect park resources and the public interest. Examples include special events, commercial photography and filming, weddings, paranormal investigations, public assembly, training events, and First Amendment activities.

Special Use Permits are granted for specific period of time and specific locations. Certain fees, bonding and insurance requirements may apply. Permit activities may be restricted based on time of year, weather or seasonal conditions and during times of high visitor use.

Permit Application Procedure - Requests for a permit application may be made in person at park visitor center, via telephone, email or letter. A completed application and the non-refundable application fee are required before an application can be processed. Park contact information is:

Pea Ridge National Military Park
15930 E. Highway 62
Garfield, Arkansas 72732
Attn: Special Park Uses

Telephone: 479-451-8122
FAX: 479-451-0219
Website: www.nps.gov/peri/
Email: peri_ranger_activites@nps.gov

The information on the application will be used by NPS staff to evaluate the impact of the proposed activity on park resources and visitors. Allow at least 10 business days for processing. Requests which involve multiple locations, complex logistics or coordination with other visitor activities will require a minimum of 20 working days to process. Projects which require environmental or cultural resource evaluation must be submitted not less than 30 days before the start of proposed activities. Applications are processed in the order in which they are received.

Applications will be returned to the applicant if submitted incomplete, cannot be approved as submitted, or are received without payment or without a social security or Federal Tax Identification Number.

The National Park Service may permit a special event if the proposed activity will not:

- Cause injury or damage to park resources; or
- Be contrary to the purposes for which the park was established; or
- Unreasonably impair the atmosphere of peace and tranquility maintained in wilderness, natural, historic or commemorative locations within the park; or
- Unreasonably interfere with the interpretive visitor service or other program activities, or with the administrative activities of the NPS; or
- Substantially impair the operation of the public facilities or services of NPS concessionaires or contractors; or
- Present a clear and present danger to public health and safety; or
- Result in significant conflict with other existing uses.

The National Park Service will not permit the public staging of special events that are conducted primarily for the material or financial benefit of the organizers or participants, or which involve commercialization or in-park advertising or publicity. Admission fees for the event or any other monies associated with the event may not be collected on park premises.

Cost Recovery- The authority for the National Park Service to recover and retain costs associated with managing special park uses is found at 16 U.S.C. 3a and 31 U.S.C. 9701. Charges established for a special park use under this authority are intended to recover costs associated with managing that activity and not to generate revenue beyond actual cost. If any additional costs are incurred, the permittee will be billed at the conclusion of the permit.

Application Cost – A \$75.00 Application fee must be submitted at the time of the initial application. This is a non-refundable payment, and covers the basic cost associated with reviewing of the application

Administration Cost – This is a non- refundable payment, prior to final review of the application. Covers the additional costs associated with approving of permit, such as but not limited to environmental, cultural or other compliance processes, meetings, travel, clerical, public health inspections and certifications, and other factors not typical with basic permits.

Applicants will be given timely notification if additional administrative cost will be required and an estimate or actual cost.

Monitoring Cost- If the event requires NPS supervision for resource protection or the health or safety of visitors, the cost will be estimated and payable when the permit is approved and prior to beginning the event. The scope and complexity of the permit activity will determine the level and type of supervision of which the rates are based. Any event held when the park is not open to the public will require NPS supervision. In General Rates vary per employee between \$20-\$30 / hr for regular hours and \$60-\$70/hr for overtime hours

Performance Bond- Certain activities may prompt the need for the permittee to post a refundable damage bond. The amount of the bond will be equivalent to the estimated cost to NPS for clean up, repair or rehabilitation of resources or facilities that could potentially be impacted by the permit activities. At the conclusion of the permit, the bond will be returned to the permittee after costs of clean up, repair or rehabilitation are deducted.

Insurance- Liability insurance protects the government from negligent actions by the permittee. Insurance in an amount sufficient to protect the interests of the United States may be required as a condition of the permit. A high risk activity will always require insurance. Insurance could be waived for a lower risk activity such as a commemorative ceremony.

If insurance is required:

- The insurance certificate must identify the group, not the applicant.
- The “United States Government” must be named as additionally insured on the insurance certificate. Certificates naming the U.S. Government as “certificate holder” only are not acceptable.
- Failure to provide proof of proper insurance is reason for denial of the permit.

Termination of Permit- Permits are “revocable” on 24 hours notice or with noticed if the terms of the permit are violated. Deliberate infractions of the terms of the permit or the deliberate making of false or misleading statements concerning intended actions in order to obtain a permit are causes for immediate termination of the permit and cause for possible prosecution. Permits will be revoked if damage to resources or facilities is threatened, or if there is a clear danger to public health or safety.

Permit Conditions- To maintain park natural and cultural resources and quality visitor experiences, permit conditions will be included in the approved permit. Please read the conditions before you apply.

Standard Conditions to all permits

- The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
- The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
- If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- The permittee is responsible for making all necessary contacts and arrangements with other federal, state, and local agencies to secure required inspections, permits, licenses, etc.
- Failure to comply with any of the terms and conditions of this permit may result in the suspension or revocation of the permit. Permittee will reimburse NPS for cleanup or repair of damages required to be made by NPS staff or contractor in conjunction with a terminated permit.
- This permit may be revoked at the discretion of the superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
- This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$ _____ and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
- Permittee agrees to deposit with the park a bond in the amount of \$ _____ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee

that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.

- Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
- The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
- The permittee represents and it is a condition of acceptance of this permit that, pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
- Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year assume in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- This permit may not be transferred or assigned without the prior written consent of the Superintendent.